REMARKS

The prior art references and applicant's specification use different terminology to refer to various parties who may be deemed equivalent to one another. In order to keep the following discussion and the terminology simple and consistent, applicant herein uses the terminology of applicant's claims. In particular,

- "User" refers to the party who obtains the certificate from the guaranteeing party and who receives the goods or services. Asay refers to that party as the "subscriber."
- "Supplier" refers to the party to whom the certificate is presented by the user and who supplies the goods or services. Asay refers to that party as the "relying party." This party has also sometimes been referred to in these proceedings as the "merchant."

Applicant's RESPONSE TO FINAL OFFICE ACTION dated 01/09/2005 (hereinafter "RESPONSE") pointed out that a feature of the invention is that the short-term certificate is used as a form of payment accepted by the supplier. That response also pointed out that another feature of the invention is that the guarantor is also the party who makes good on the accepted certificate by making ultimate payment to the supplier.

On 01/28/2005, Examiner Hayes kindly forwarded to the undersigned by facsimile an informal copy of an Advisory Action that he had submitted for mailing and that was expected to be received by applicant during the week of 01/31/2005. This FURTHER RESPONSE addresses that Advisory Action in anticipation of its actual mailing by the USPTO and receipt by applicant.

In particular, the Advisory action indicated that applicant's RESPONSE did not put the application in condition for allowance because it would have been obvious in the cited Asay/Fox combination that the certifying authority could also be the party that pays the supplier because both of those parties could be, for example, the user's bank.

Applicant accepts that proposition at least for purposes of argument. Under that scenario, applicant will also assume for purposes of argument that the Asay/Fox combination meets the limitation in applicant's independent claims 44 and 57 to the effect that the guaranteeing party makes payment to the supplier (albeit not in its role of guarantor but in its role as, for example, banker.)

However, even under the scenario postulated by the Office action, the supplier is not accepting the certificate as a form of payment—a point that applicant had also made in the RESPONSE. Rather, the user in the Asay/Fox combination will ultimately have to "settle up" with the relying supplier in the normal course of business, e.g., with a bank check.

Importantly, once the supplier in Asay/Fox has received the certificate from the user and is satisfied with the user's credentials as presented in the certificate, the supplier proceeds with the commercial transaction without further regard to the certificate. This is in contrast to applicant's invention wherein once the supplier has accepted the certificate, no further tender is expected from the user.

Thus, as was pointed out in the RESPONSE, applicant's independent claim 44 distinguishes the invention from Asay/Fox in that the user in Asay/Fox is **not** enabled to enter into the transaction using the short-term certificate as a form of payment that will be accepted by the supplier. In particular, this is contrary to what is recited in claim 44 at lines 11-12. Moreover, contrary to claim 44 at lines 14-15, there would be no reason for the guarantor/bank postulated in the Advisory action to receive either the short-term certificate or a record of the transaction from the supplier since the supplier will simply be presenting the user's check to the bank in the usual way. The certificate by that point in the transaction has become irrelevant.

Similar distinguishing limitations appear in independent claim 57 at lines 7 and 10-11.

The figures in the attached Appendix illustrate the foregoing points. In these figures, it is assumed that the guarantor and the paying party are the same, per the scenario set forth in the Advisory action and, in fact, are a bank.

The figure labeled "Applicant" depicts the invention as defined in applicant's claims. The user requests the short term certificate from a guarantor.[1] Upon receiving the certificate, the user presents it to the supplier who provides goods (or services) and accepts the certificate as payment. The supplier takes the certificate and presents the certificate to the guarantor/bank, whereupon the supplier receives cash (or the equivalent, such as a bank account credit) in return.

In this sense, applicant's certificate is similar to so-called "scrip" or to a gift-certificate.

[1] Note that applicant's claims do not limit the guarantor to be a bank but for purposes of this analysis it is assumed that the guaranteeing party is a bank.

The figure labeled "Asay/Fox" depicts the Asay/Fox scenario. Again, the user requests the short term certificate from the guarantor/bank. Upon receiving the certificate, the user presents it to the supplier who provides goods (or services). However, this is where the certificate drops out of the transaction. Being satisfied that he is "protected," the supplier provides the goods (or services) to the user and the user then makes a payment—illustratively in the form of a bank check. The supplier then presents the bank check—not the certificate—to the bank and then receives cash (or the equivalent) in return.

These figures dramatically and clearly illustrate that that, *contrary to applicant's claims*, the supplier in Asay/Fox a) does not accept the certificate as payment, and b) the supplier in Asay/Fox does not present the certificate to the guarantor (or any other party, for that matter) for payment.

In view of the foregoing, it is again urged that each of the claims in the application is in condition for allowance and reconsideration is again requested.

Respectfully submitted,
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